

**RECORDATION REQUESTED BY:**

Trustmark National Bank  
Hernando Main Office  
2510 Highway 51 South  
Hernando, MS 38632

8/14/08 11:22:41  
BK 2,936 PG 168  
DE SOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**WHEN RECORDED MAIL TO:**

Trustmark National Bank  
Attn: Loan Operations  
P. O. Box 1182  
Jackson, MS 39205

**SEND TAX NOTICES TO:**

Joey D. Harvey  
Janet L. Harvey  
4722 Henry Drive  
Southaven, MS 38672

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:  
Gerry C. Biffle, Assistant Vice President  
Trustmark National Bank  
2510 Highway 51 South  
Hernando, MS 38632  
(662) 349-0295

NOTE TO CHANCERY CLERK: LOT 141, SEC. G, PINEHURST SUBDIVISION, SEC. 10, T2S, R7W, DESOTO CO, MS.

**MODIFICATION OF DEED OF TRUST**

9040

**THIS MODIFICATION OF DEED OF TRUST** dated August 1, 2008, is made and executed between Joey D. Harvey and wife, Janet L. Harvey ("Grantor") and Trustmark National Bank, whose address is Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated July 28, 1998 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded August 7, 1998 in the Office of the Chancery Clerk in Book 1023 at Page 699.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

LOT 141, SECTION G, PINEHURST SUBDIVISION, IN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGE 35, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

The Real Property or its address is commonly known as 4722 Henry Drive, Southaven, MS 38672.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

The maturity date of the Credit Agreement and the above described Deed of Trust will be extended to August 1, 2023.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 1, 2008.**

**GRANTOR:**

x Joey D. Harvey  
Joey D. Harvey

x Janet L. Harvey  
Janet L. Harvey

**LENDER:**

**TRUSTMARK NATIONAL BANK**

x Gerry C. Biffle  
Authorized Officer

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MODIFICATION OF DEED OF TRUST  
(Continued)

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Loan No: 9595046344

INDIVIDUAL ACKNOWLEDGMENT

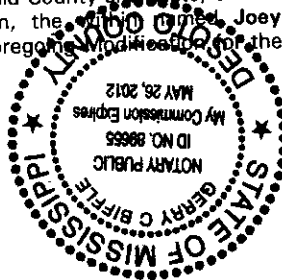
STATE OF Mississippi )  
COUNTY OF DeSoto ) SS  
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 1 day of August, 2008, within my jurisdiction, the within named Joey D. Harvey and Janet L. Harvey, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Gerry C Biffle  
NOTARY PUBLIC

My Commission Expires:

5/26/12



LENDER ACKNOWLEDGMENT

STATE OF Mississippi )  
COUNTY OF DeSoto ) SS  
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 1 day of August, 2008, within my jurisdiction, the within named GERRY C BIFFLE a Asst Vice Pres corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Heather N. Callahan  
NOTARY PUBLIC

My Commission Expires:

2/12/2012

